Appl. No. 10/665,646
Amdt. Dated Dec. 19 , 2007
Reply to Office Action Mailed Sep. 20, 2007

REMARKS

These Remarks are in response to the Office action mailed September 20th, 2007. Claims 1-3 and 6-8 remain pending examination in the present application. Applicant appreciates Examiner's careful review of the present application.

Claim Rejections Under 35 U.S.C. 102

Claims 1-3 and 6-8 were rejected under 35 U.S.C. 102(b) as being anticipated by **Tarter et al.** (U.S. Patent Number 5,704,044), hereinafter referred as **Tarter**.

Applicant respectfully requests reconsideration and removal of the rejections and allowance of these claims. The following remarks herein are responsive to the rejections as understood.

Claim 1 recites in part:

"receiving purchase order data of a customer;

calculating an account receivable of the purchase order according to the received purchase order data;

retrieving credit limit data of the customer from a database server, wherein each customer has a corresponding credit rating, and *each credit rating has a particular set credit limit*;

comparing the account receivable of the purchase order with the credit limit of the customer;

notifying a relevant officer to refuse the purchase order when the account receivable of the purchase order exceeds the credit limit; and

notifying a relevant officer to accept the purchase order when the account receivable of the purchase order does not exceed the credit...

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limit, and *subtracting the sum of the account receivable of the purchase order from the credit limit in the database server*".

Applicant submits that **Tarter** does not disclose, teach, or otherwise suggest the invention having the above-described features as currently set forth in claim 1.

On page 3 of the Office action, it is stated that the credit limit of claim 1 is taught by the data on past and present payment practices of **Tarter**. Applicant respectfully traverses and submits that the credit limit of the present invention is patentably different from the data on past and present payment practices as disclosed by **Tarter**. The credit limit recited in claim 1 defines an accounts receivable limit, and *each credit rating is <u>set a particular credit limit</u>*. The data on past and present payment practices in **Tarter** are not set limits for accounts receivable, and are merely a basis for analyzing in general the creditworthiness of payors and obligors. That is, the recited feature of *"credit limit"* and the recited feature of *"each credit rating is set a particular credit limit"* in claim 1 are not disclosed, taught or suggested by **Tarter**.

Further, each of the two presently claimed features of "notifying..." as recited in claim 1 is not mentioned or suggested in **Tarter** at all. That is, **Tarter** fails to disclose or teach the features of *"notifying a relevant officer to refuse* the purchase order when the account receivable of the purchase order exceeds the credit limit", and *"notifying a relevant officer to accept* the purchase order when the account receivable of the purchase order does not exceed the credit limit", as recited in claim 1.

In addition, applicant submits that the feature of "subtracting the sum of the account receivable of the purchase order from the credit limit in the database server" recited in claim 1 is also not disclosed or taught by **Tarter**.

For at least the above reasons, applicant submits that **Tarter** does not disclose, teach, or otherwise suggest the invention having the above-highlighted features, as currently set forth in claim 1. That is, claim 1 is not only novel over **Tarter** under 35 U.S.C. 102(b), but also unobvious and patentable over **Tarter** under 35 U.S.C. 103. Reconsideration and removal of the rejection and allowance of claim 1 are respectfully requested.

Claims 2-3 depend from independent claim 1, and recite additional subject matter respectively. Therefore claims 2-3 should also be allowable.

Claim 6 recites in part:

"setting a plurality of credit ratings, *each of the credit ratings corresponding to a particular credit limit*;

...

notifying a relevant officer to refuse the purchase order when the account receivable of the purchase order exceeds the credit limit; [and]

notifying a relevant officer to accept the purchase order when the account receivable of the purchase order does not exceed the credit limit, and *subtracting the sum of the account receivable of the purchase order from the credit limit in the database server* ...".

For at least reasons similar and corresponding to those asserted above in relation to claim 1, applicant respectfully traverses and submits that **Tarter** does not disclose, teach or suggest the invention having the above-described features, as currently set forth in claim 6. That is, claim 6 is not only novel over **Tarter** under 35 U.S.C. 102(b), but also unobvious and patentable over **Tarter** under 35 U.S.C. 103. Reconsideration and removal of the rejection and allowance of claim 6 are requested.

Claim 7 depends from amended independent claim 6, and recites additional subject matter. Therefore claim 7 should also be allowable.

Claim 8 recites in part:

"retrieving accounts receivable data;

confirming types of accounts receivable wherein said types have different bad account provision rates;

confirming ages of the accounts receivable wherein *an account receivable having a longer overdue time has a higher bad account provision rate*;

automatically *selecting different bad account provision rates* for said accounts receivable based upon both said types and said ages; and

calculating a current bad account provision for the accounts receivable based upon the accounts receivable types, the accounts receivable ages and the corresponding bad account provision rates".

Applicant respectfully traverses and submits that **Tarter** does not disclose, teach, or otherwise suggest the invention having the above-described features as set forth in claim 8.

Firstly, applicant submits that **Tarter** does not disclose or teach the feature of confirming types of accounts receivable. Secondly, on page 4 of the Office action, it is stated that CHARMS of **Tarter** analyzes past and present payment practices which inherently would include bad account provision rates. Applicant respectfully traverses and submits that in **Tarter**, there is not even a hint of obtaining bad account provision rates for respective accounts receivable from the standpoint of a person of ordinary skill in the art. That is, the claimed feature regarding "bad account provision rates" of claim 8 is not disclosed, taught or suggested by **Tarter**.

In conclusion, applicant submits that **Tarter** does not disclose, teach or otherwise suggest the invention having the above-highlighted features as set forth in claim 8. That is, claim 8 is not only novel over **Tarter** under 35 U.S.C. 102(b), but also unobvious and patentable over **Tarter** under 35 U.S.C. 103. Reconsideration and removal of the rejection and allowance of claim 8 are requested.

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In view of the above remarks, the subject application is believed to be in a condition for allowance, and an action to such effect is earnestly solicited.

Respectfully submitted,
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